

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated January 6, 2026 and is between Turning Point of Central California Inc., a California non-profit 501 (c)(3) corporation, whose address is 615 S. Atwood Street, Visalia, CA 93277 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On October 15, 2013, the County of Fresno’s Community Corrections Partnership (CCP) provided a second update to the CCP Plan allocating funds for an employment readiness program for adults supervised by the Probation Department. On December 2, 2014, the County of Fresno Board of Supervisors approved the second update to the CCP Plan. The current service agreement for these employment readiness services will expire on January 31, 2026.

B. The Probation Department needs to continue providing comprehensive employment readiness and supportive services, as set forth by the CCP. By equipping program participants with the necessary skills, resources, and support, the program aims to facilitate successful reintegration into the workforce and promote long-term sustainability.

C. On July 4, 2025, the County issued a Request for Proposal (RFP) #26-008, which solicited bids from qualified vendors to provide a reentry employment readiness program for adults on probation.

D. Five proposals were received in response to the RFP, which were reviewed by a panel of three. The review panel recommended to award services to the Contractor, and the Probation Department concurred with the recommendation.

E. The Contractor represents that it can satisfactorily provide the services described in this Agreement, pursuant to the terms of the Agreement.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
2 able to perform all of the services provided in this Agreement.

3 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
4 applicable federal, state, and local laws and regulations in the performance of its obligations  
5 under this Agreement, including but not limited to workers compensation, labor, and  
6 confidentiality laws and regulations.

7 1.4 **Confidential Information.** Contractor shall comply with all provisions of Exhibit C,  
8 Data Security, attached and incorporated by this reference.

9 1.5 **Meetings.** Contractor shall participate in meetings with Probation staff. These  
10 meetings include but shall not be limited to monthly, quarterly or as needed to review, evaluate  
11 and address program needs and operations, participant progress, performance data, and/or any  
12 issues that may affect service delivery.

## 13 **Article 2**

### 14 **Records and Reporting**

15 2.1 The Contractor shall submit the following reports and data, in a format approved by  
16 the County and consistent with the data and reporting requirements described in Exhibit A,  
17 Section 9 (Data and Reporting):

18 (A) **Reports.** Contractor shall maintain a computerized database and collect, at a  
19 minimum, data on participant demographic, program enrollment, participation, and exit  
20 status as outlined in Exhibit A, and any other relevant data, as determined by the Chief  
21 Probation Officer or his or her designee. Reports will reflect the training, supportive  
22 services accessed, and other steps that program participants are taking towards their  
23 long-term goals. The Contractor shall monitor the data collection to ensure the quality of  
24 the data provided is complete and accurate, shall submit required reports to the County  
25 on a monthly basis, and correct any errors identified by the County.

26 (B) **Records.** The Contractor shall keep a detailed record for each participant,  
27 including at a minimum, identifying information, probation number, assessed needs,  
28 progress, and actions taken to connect the participant with supportive services.

1 Contractor will submit summaries of all participant program requirements and referrals  
2 with the monthly invoice using the data set and report formats approved by the County.

3 (C) **Upon request by the County.** Contractor must provide additional reports within  
4 a reasonable period of time including, but not limited to, supplemental information  
5 related to Contractor's performance of this Agreement, including specific statistical  
6 information or performance-based data reports that may be required by Probation,  
7 and/or other applicable laws or regulations.

### 8 **Article 3**

#### 9 **County's Responsibilities**

10 3.1 The County shall provide referrals for participants to receive contracted services, as  
11 described in Exhibit A.

12 3.2 The County shall compensate Contractor for satisfactorily provided services and  
13 reimburse Contractor for allowable, reasonable, and necessary expenses incurred, as provided  
14 under Article 4, "Compensation, Invoices, and Payments," of this Agreement.

### 15 **Article 4**

#### 16 **Compensation, Invoices, and Payments**

17 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
18 the performance of its services under this Agreement as described in Exhibit B to this  
19 Agreement, which is attached and incorporated by this reference.

20 4.2 **Maximum Compensation.** The maximum annual compensation payable to the  
21 Contractor under this Agreement is \$350,000. In no event shall the total maximum  
22 compensation for all services performed under this potential five-year Agreement exceed  
23 \$1,750,000. The Contractor acknowledges that the County is a local government entity, and  
24 does so with notice that the County's powers are limited by the California Constitution and by  
25 State law, and with notice that the Contractor may receive compensation under this Agreement  
26 only for services performed according to the terms of this Agreement and while this Agreement  
27 is in effect, and subject to the maximum amount payable under this section. The Contractor  
28

1 further acknowledges that County employees have no authority to pay the Contractor except as  
2 expressly provided in this Agreement.

3 4.3 **Invoices.** The Contractor shall submit monthly invoices electronically to 1)  
4 [ProbationInvoices@fresnocountyca.gov](mailto:ProbationInvoices@fresnocountyca.gov) and 2) [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov) . Each  
5 invoice shall clearly and specifically identify this Agreement number, the billing period, the  
6 services provided, the number of participants for the specified billing period, and the amount  
7 due for compensation, as defined in Exhibit B. Each monthly invoice shall be accompanied by  
8 the Employment Readiness Services Progress Report for the same billing period required under  
9 Article 2 and Exhibit A, Section 9 (Data and Reporting). Contractor shall include financial  
10 supporting documentation sufficient to substantiate amounts billed, which may include, but is  
11 not limited to, payroll or timekeeping records for funded positions and receipts or invoices for  
12 any reimbursable operating costs. The Contractor shall submit each invoice within 30 days after  
13 the month in which the Contractor performs services and in any case within 30 days after the  
14 end of the term or termination of this Agreement.

15 4.4 **Payment.** The County shall pay each correctly completed and timely submitted  
16 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's  
17 address specified in the invoice.

18 4.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
19 expenses that are not specified as payable by the County under this Agreement.

## 20 **Article 5**

### 21 **Term of Agreement**

22 5.1 **Term.** This Agreement is effective on February 1, 2026 and terminates on January  
23 31, 2029, except as provided in section 5.2, "Extension," or Article 7, "Termination and  
24 Suspension," below.

25 5.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
26 year periods only upon written approval of both parties at least 30 days before the first day of  
27 the next one-year extension period. The Chief Probation Officer or his or her designee is  
28 authorized to sign the written approval on behalf of the County based on the Contractor's

1 satisfactory performance. The extension of this Agreement by the County is not a waiver or  
2 compromise of any default or breach of this Agreement by the Contractor existing at the time of  
3 the extension whether or not known to the County.

## 4 **Article 6**

### 5 **Notices**

6 6.1 **Contact Information.** The persons and their addresses having authority to give and  
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Chief Probation Officer  
10 County of Fresno  
11 3333 E. American Ave., Suite B  
12 Fresno, CA 93725

13 [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov)

14 **For the Contractor:**

15 Chief Executive Officer  
16 PO Box 7447  
17 Visalia, CA 93290

18 6.2 **Change of Contact Information.** Either party may change the information in section  
19 6.1 by giving notice as provided in section 6.3.

20 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
21 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
22 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
23 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
24 Document Format (PDF) document attached to an email.

25 (A) A notice delivered by personal service is effective upon service to the recipient.

26 (B) A notice delivered by first-class United States mail is effective three County  
27 business days after deposit in the United States mail, postage prepaid, addressed to the  
28 recipient.

(C) A notice delivered by an overnight commercial courier service is effective one  
County business day after deposit with the overnight commercial courier service,  
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
the recipient.

1 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
2 attached to an email is effective when transmission to the recipient is completed (but, if  
3 such transmission is completed outside of County business hours, then such delivery is  
4 deemed to be effective at the next beginning of a County business day), provided that  
5 the sender maintains a machine record of the completed transmission.

6 **6.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
7 nothing in this Agreement establishes, waives, or modifies any claims presentation  
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
9 of Title 1 of the Government Code, beginning with section 810).

## 10 **Article 7**

### 11 **Termination and Suspension**

12 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
13 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
14 are not allocated, then the County, upon at least 30 days' advance written notice to the  
15 Contractor, may:

- 16 (A) Modify the services provided by the Contractor under this Agreement; or
- 17 (B) Terminate this Agreement.

18 **7.2 Termination for Breach.**

19 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
20 occurred, the County may give written notice of the breach to the Contractor. The written  
21 notice may suspend performance under this Agreement, and must provide at least 30  
22 days for the Contractor to cure the breach.

23 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
24 time stated in the written notice, the County may terminate this Agreement immediately.

25 (C) For purposes of this section, a breach occurs when, in the determination of the  
26 County, the Contractor has:

- 27 (1) Obtained or used funds illegally or improperly;
- 28 (2) Failed to comply with any part of this Agreement;

- 1 (3) Submitted a substantially incorrect or incomplete report to the County; or  
2 (4) Improperly performed any of its obligations under this Agreement.

3 7.3 **Termination without Cause.** In circumstances other than those set forth above, the  
4 County may terminate this Agreement by giving at least 30 days advance written notice to the  
5 Contractor.

6 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
7 under this Article 7 is without penalty to or further obligation of the County.

8 7.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
9 7, the County may demand repayment by the Contractor of any monies disbursed to the  
10 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
11 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
12 demand. This section survives the termination of this Agreement.

## 13 **Article 8**

### 14 **Independent Contractor**

15 8.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
16 agents, employees, and volunteers, is at all times acting and performing as an independent  
17 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
18 venturer, partner, or associate of the County.

19 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
20 manner or method of the Contractor's performance under this Agreement, but the County may  
21 verify that the Contractor is performing according to the terms of this Agreement.

22 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
23 right to employment rights or benefits available to County employees. The Contractor is solely  
24 responsible for providing to its own employees all employee benefits required by law. The  
25 Contractor shall save the County harmless from all matters relating to the payment of  
26 Contractor's employees, including compliance with Social Security withholding and all related  
27 regulations.  
28

1 8.4 **Services to Others.** The parties acknowledge that, during the term of this  
2 Agreement, the Contractor may provide services to others unrelated to the County.

### 3 **Article 9**

#### 4 **Indemnity and Defense**

5 9.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
6 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
7 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
8 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
9 the performance or failure to perform by the Contractor (or any of its officers, agents,  
10 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
11 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
12 defend the County.

13 9.2 **Survival.** This Article 9 survives the termination or expiration of this Agreement.

### 14 **Article 10**

#### 15 **Insurance**

16 10.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
17 Agreement.

### 18 **Article 11**

#### 19 **Inspections, Audits, and Public Records**

20 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
21 the County may examine at any time during business hours and as often as the County deems  
22 necessary, all of the Contractor's records and data with respect to the matters covered by this  
23 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
24 request by the County, permit the County to audit and inspect all of such records and data to  
25 ensure the Contractor's compliance with the terms of this Agreement.

26 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
27 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
28 California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this  
2 Agreement.

3       **11.3 Public Records.** The County is not limited in any manner with respect to its public  
4 disclosure of this Agreement or any record or data that the Contractor may provide to the  
5 County. The County's public disclosure of this Agreement or any record or data that the  
6 Contractor may provide to the County may include but is not limited to the following:

7           (A) The County may voluntarily, or upon request by any member of the public or  
8 governmental agency, disclose this Agreement to the public or such governmental  
9 agency.

10          (B) The County may voluntarily, or upon request by any member of the public or  
11 governmental agency, disclose to the public or such governmental agency any record or  
12 data that the Contractor may provide to the County, unless such disclosure is prohibited  
13 by court order.

14          (C) This Agreement, and any record or data that the Contractor may provide to the  
15 County, is subject to public disclosure under the Ralph M. Brown Act (California  
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17          (D) This Agreement, and any record or data that the Contractor may provide to the  
18 County, is subject to public disclosure as a public record under the California Public  
19 Records Act (California Government Code, Title 1, Division 10, beginning with section  
20 7920.000) ("CPRA").

21          (E) This Agreement, and any record or data that the Contractor may provide to the  
22 County, is subject to public disclosure as information concerning the conduct of the  
23 people's business of the State of California under California Constitution, Article 1,  
24 section 3, subdivision (b).

25          (F) Any marking of confidentiality or restricted access upon or otherwise made with  
26 respect to any record or data that the Contractor may provide to the County shall be  
27 disregarded and have no effect on the County's right or duty to disclose to the public or  
28 governmental agency any such record or data.



1 “Self-Dealing Transaction Disclosure Form” (Exhibit E to this Agreement) and submitting it to the  
2 County before commencing the transaction or immediately after.

3 12.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
4 a party and in which one or more of its directors, as an individual, has a material financial  
5 interest.

## 6 **Article 13**

### 7 **General Terms**

8 13.1 **Modification.** Except as provided in Article 7, “Termination and Suspension,” this  
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
10 by both parties. The Contractor acknowledges that County employees have no authority to  
11 modify this Agreement except as expressly provided in this Agreement.

12 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
13 under this Agreement without the prior written consent of the other party.

14 13.3 **Governing Law.** The laws of the State of California govern all matters arising from  
15 or related to this Agreement.

16 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
17 County, California. Contractor consents to California jurisdiction for actions arising from or  
18 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
19 brought and maintained in Fresno County.

20 13.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
21 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
22 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
23 against either party.

24 13.6 **Days.** Unless otherwise specified, “days” means calendar days.

25 13.7 **Headings.** The headings and section titles in this Agreement are for convenience  
26 only and are not part of this Agreement.

27 13.8 **Severability.** If anything in this Agreement is found by a court of competent  
28 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in

1 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
2 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
3 intent.

4       **13.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
5 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
6 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
7 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
8 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
9 all applicable State of California and federal statutes and regulation.

10       **13.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
12 performance of any continuing or other obligation of the Contractor and does not prohibit  
13 enforcement by the County of any obligation on any other occasion.

14       **13.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
15 between the Contractor and the County with respect to the subject matter of this Agreement,  
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
17 publications, and understandings of any nature unless those things are expressly included in  
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
21 exhibits.

22       **13.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
23 create any rights or obligations for any person or entity except for the parties.

24       **13.13 Authorized Signature.** The Contractor represents and warrants to the County that:

25               (A) The Contractor is duly authorized and empowered to sign and perform its  
26 obligations under this Agreement.  
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1 (B) The individual signing this Agreement on behalf of the Contractor is duly  
2 authorized to do so and his or her signature on this Agreement legally binds the  
3 Contractor to the terms of this Agreement.

4 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual  
7 signing this Agreement to represent their signature, including but not limited to (1) a  
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
9 electronically scanned and transmitted (for example by PDF document) version of an  
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
12 equivalent to a valid original handwritten signature of the person signing this Agreement  
13 for all purposes, including but not limited to evidentiary proof in any administrative or  
14 judicial proceeding, and (2) has the same force and effect as the valid original  
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and  
20 satisfied the requirements of Government Code section 16.5, subdivision (a),  
21 paragraphs (1) through (5), and agrees that each other party may rely upon that  
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions  
24 under it by electronic means and either party may sign this Agreement with an original  
25 handwritten signature.

26 13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

TURNING POINT OF CENTRAL CALIFORNIA INC.

COUNTY OF FRESNO

Ryan Banks  
Ryan Banks, Chief Executive Officer

Garry Bredefeld  
Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

P.O. Box 7447  
Visalia, CA 93290

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Hannah  
Deputy

For accounting use only:

Org No.: 34300390  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## Scope of Services

### 1. Background

- a. Probation has provided reentry employment readiness services to individuals under its supervision to successfully transition those individuals to the community since 2016. The goal of the program is to reduce recidivism among formerly incarcerated individuals by providing comprehensive, evidence-based employment readiness and supportive services that increase job placement, retention, and long-term self-sufficiency.

### 2. Target Population

- a. Contractor shall provide evidence-based reentry employment readiness services to individuals under the supervision of the Probation Department who are returning from incarceration and/or are on supervision, with little to no work experience, have difficulty keeping a job, and need assistance with workplace technology, employability and job placement services.
- b. The yearly average of active participants to be serviced is 275.

### 3. Referrals

- a. Participant referrals will be made to the Contractor by Probation staff in accordance with referral procedures established by Probation.
- b. Contractor shall acknowledge receipt of referrals in a manner and timeframe approved by Probation and shall notify Probation when referred participants engage in services, decline services, or cannot be contacted.

### 4. Location of Services

- a. Services will be provided at the Contractor's First Street Center, located at 3636 N. First St. Fresno, CA 93726.
- b. Contractor shall notify the Probation Department in writing at least thirty (30) calendar days prior to any change in the primary service location identified in this Section.

## Exhibit A

1 c. Services under this program will be primarily delivered in person to ensure direct  
2 engagement, personalized support and continuity of care. However, Contractor  
3 may provide virtual services when appropriate.

4 d. Contractor's site shall dedicate a semi-private area to utilize for individualized  
5 case management and an appropriately sized room to provide job readiness  
6 training, educational support, and entrepreneurship support.

### 7 **5. Hours of Operation**

8 a. Operating office hours are Monday through Friday, 8am – 5pm.

9 b. Services will be made available after hours upon request, to assist clients with  
10 employment needs, outside of typical business hours.

### 11 **6. Description of Services**

12 a. Contractor shall provide evidence-based employment readiness services to  
13 individuals under supervision as referred by the Probation Department.

14 b. Employment Readiness Services shall include, but are not limited to, the  
15 following:

16 i. Needs Assessment and Goal Setting: Conduct comprehensive  
17 assessments to identify participant's strengths, skills, interests, and  
18 employment barriers. Develop individualized case plans outlining goals  
19 and strategies.

20 ii. Career Exploration and Development: Explore employment and  
21 entrepreneurship opportunities that align with participant's identified  
22 strengths and interests. Provide guidance on resume building, job search  
23 strategies, and interview preparation.

24 iii. Behavioral Health Support: Offer behavior modification techniques,  
25 including cognitive behavioral therapy, to address criminogenic thinking  
26 and improve decision-making skills.

27 iv. Case Management Support: Provide ongoing case management,  
28 including resource referrals, job placement assistance, monitoring of

## Exhibit A

1 participant progress, and support during their transition back into the  
2 community.

3 v. Job Readiness Training: Implement programs to enhance job-seeking  
4 skills, acquire marketable job skills, and improve the chances of  
5 successful employment outcomes.

6 vi. Entrepreneurship Support: Provide resources and guidance to  
7 participants interested in starting their own business.

8 vii. Educational Support: Offer remedial education, in basic English and math  
9 for those who require it.

10 viii. Employer Partnership: Develop and maintain relationships with employers  
11 willing to hire program participants.

12 ix. Community Resource Connections: Connect participants with relevant  
13 community-based organizations offering employment services and other  
14 support.

15 x. Community Reintegration: Refer participants to peer support groups,  
16 focused on job retention, and social integration to foster positive  
17 behavioral changes and reduce recidivism.

18 xi. Ongoing Employment Support: Provide continued support services to  
19 navigate workplace challenges, reinforce positive behaviors and promote  
20 long-term job stability.

21 c. Participants who remain inactive for a span of three consecutive months shall be  
22 removed from the roster.

### 23 7. Staffing

24 a. Contractor shall ensure that all staff employed in the performance of this  
25 Agreement possess the required education, experience, skills, and professional  
26 competence to perform their duties. At a minimum, Contractor will provide the  
27 following staff:  
28

## Exhibit A

- 1 • 1.0 FTE Case Manager/Employment Specialist – The Case Manager will
- 2 supervise participants in their activities and in their progress toward goals
- 3 while also providing direct services to participants.
- 4 • 1.0 FTE Job Developer – The Job Developer will assist clients with
- 5 employment development and services.
- 6 • 0.5 FTE Administrative Assistant – The Administrative Assistant will assist
- 7 in coordinating referrals, billing, data collection and reporting.
- 8 • 0.10 FTE Program Director – The Program Director will develop and
- 9 coordinate the services in compliance with Agreement requirements.

- 10 b. Contractor shall provide culturally competent staff to provide services to the
- 11 diverse population.

### 12 **8. Outcomes**

- 13 a. The goal for employment readiness services is to reduce recidivism among
- 14 formally incarcerated individuals by equipping them with necessary skills,
- 15 resources, and support.
- 16 b. Contractor's program goals, associated objectives, and outcomes are as follows:
- 17 i. Increase Employment: Contractor shall provide services designed to
- 18 increase employment among individuals supervised by Probation.
- 19 Outcomes will be measured by, at minimum:
- 20 • Number and percentage of participants who obtained employment
- 21 during program participant or within a defined follow-up period
- 22 (e.g., within ninety (90) days of program exit); and
- 23 • Number and percentage of employed participants who retain
- 24 employment for at least thirty (30) and ninety (90) days.
- 25 ii. Improve Employment Readiness: Contractor shall provide job-readiness
- 26 and support services to increase participant's preparedness for
- 27 employment. Outcomes will be measured by, at minimum:
- 28



## Exhibit A

1 month, and number and percentages who exited without completion,  
2 categorized by reason for exit when available (e.g., no-show, withdrew,  
3 terminated, incarcerated, transferred).

4 iii. Employment Outcomes: Number and percentage of participants who  
5 obtained employment during the reporting month.

6 iv. Program Satisfaction: Summary of participant feedback on the overall  
7 quality and accessibility of the program, based on surveys or other tools  
8 approved by the County (e.g., response rate, average satisfaction  
9 scores).

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# Exhibit B

## Compensation

The Contractor shall be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

The hourly rate listed in the Salaries & Benefits table represents the maximum allowable billing rate for each personnel category under this agreement. Annual totals are estimates based on projected service hours and FTE allocations. The Contractor shall invoice based on actual service hours provided, billed at or below the approved hourly rates, and total compensation shall not exceed the amounts reflected.

Salaries & Benefits							
Personnel Titles	FTE	Hourly	Year 1	Year 2	Year 3	Year 4	Year 5
Case Manager/Employment Specialist	1.0	\$ 36.99	\$ 76,935.16	\$ 76,935.16	\$ 76,935.16	\$ 76,935.16	\$ 76,935.16
Job Developer	1.0	\$ 35.39	\$ 73,620.02	\$ 73,620.02	\$ 73,620.02	\$ 73,620.02	\$ 73,620.02
Administrative Assistant	0.5	\$ 33.88	\$ 35,232.88	\$ 35,232.88	\$ 35,232.88	\$ 35,232.88	\$ 35,232.88
Program Director	0.1	\$ 58.16	\$ 12,096.84	\$ 12,096.84	\$ 12,096.84	\$ 12,096.84	\$ 12,096.84
Salaries & Benefits Total:	2.6		\$ 197,884.90	\$ 197,884.90	\$ 197,884.90	\$ 197,884.90	\$ 197,884.90

## Exhibit B

Operating Costs						
Line Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5
3	VEHICLE INSURANCE	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
4	VEHICLE FUEL	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
5	VEHICLE MAINTENANCE	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
6	STAFF MILEAGE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7	MISCELLANEOUS TRAVEL	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
8	OFFICE SUPPLIES	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
9	SOFTWARE & COMPUTER SUPPORT	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
10	PROGRAM SUPPLIES	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
11	PROGRAM SUPPLIES-MEDICAL	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
12	HOUSE SUPPLIES	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
13	EXPENDABLE EQUIPMENT	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
14	EQUIPMENT MAINTENANCE	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
15	EXPENDABLE FURNITURE	\$ 2,862.92	\$ 2,862.92	\$ 2,862.92	\$ 2,862.92	\$ 2,862.92
16	GENERAL SUPPLIES	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
17	JANITORIAL SUPPLIES & SERVICES	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
18	BUILDING RENT (OTHER)	\$ 14,300.00	\$ 14,300.00	\$ 14,300.00	\$ 14,300.00	\$ 14,300.00
19	BUILDING MAINTENANCE	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
20	COMMUNICATIONS	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
21	UTILITIES	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
22	INSURANCE	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
23	LICENSES	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
24	SECURITY	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
25	POSTAGE	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
26	PHOTOCOPY (OTHER)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
27	OUTSIDE PRINTING	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
28	OUTSIDE SERVICES	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
	STAFF EDUCATIONAL EXPENSE	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	AUDIT EXPENSE	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	RECRUITMENT	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
	HRIS & PR PROCESSING	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
	STAFF PER DIEM	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	STAFF MEETINGS	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
	EMPLOYER - EMPLOYEE RELATIONS	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
	CLIENT TRANSPORTATION	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
	CLIENT CLOTHING & HYGIENE	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
	CLIENT EMPLOYEMENT SUPPORT	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	<b>Operating Cost Total:</b>	<b>\$ 106,462.92</b>				
	<b>Indirect Cost 15% of Salaries &amp; Benefits :</b>	<b>\$ 45,652.17</b>				
	<b>Total Costs:</b>	<b>\$ 350,000.00</b>				

# Exhibit C

## Data Security

### 1. Definitions

Capitalized terms used in this Exhibit C have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit C.
- (C) **“Director”** means the County’s Probation Chief or designees.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit M.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit C.

## Exhibit C

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit C;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

## Exhibit C

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### 3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit C, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

## Exhibit C

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit C. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

## Exhibit C

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

#### 4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses and telephone numbers: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), (559) 600-5900, (559) 600-4645 and [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov) (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit C, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit C, all at the Contractor's sole

## Exhibit C

expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit C.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### 5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit C, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit C.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit C that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

## Exhibit C

**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit C, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit C to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

**7. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit C may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit C and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit C or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

## Exhibit C

**9. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit C shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit C is intended to confer, nor shall anything in this Exhibit C confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**11. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

## Exhibit D

**Definition of Cyber Risks.** “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Exhibit C of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

## Exhibit D

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
  - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage,

## Exhibit D

and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

# Exhibit E

## Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit E

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	